AMERICAN LAND TITLE ASSOCIATION **COMMITMENT**

Schedule A

Transaction Identification Data for reference only:

Commitment Number:

Revision Number:

Issuing Office File Number:

Issuing Office:

1027812

3

20-1298.7 KN

588

Property Address:

Loan ID Number:

ALTA Universal ID:

Issuing Agent:

21115 SE 179th Place, & Unassigned Locations, Hawthorne, FL 32640

None

None

Salter Feiber, P.A.

1. Commitment Date: March 2, 2023 @ 11:00 PM

2. Policy to be issued: Proposed Policy Amount:

OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications)

\$1,826,997.16

\$

Proposed Insured: Alachua County, a political subdivision of the State of Florida

MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications)

Proposed Insured:

- The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE AND EASEMENT. (Identify estate covered, i.e., fee, leasehold, etc.)
- Title to the estate or interest in the Land is at the Commitment Date vested in:

PARCEL 1 (Portion of): Ona Colasante, Thomas L. Phillips and Jeffery A. Phillips, as their interest may appear; PARCEL 3 (Portion of): Ona Colasante

The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

1408 Westshore Blvd, Suite 900, Tampa, Florida 33607, (612) 371-1111

AUTHORIZED SIGNATORY David E. Menet, Esq.

Attorney at Law

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AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

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Requirements

All of the following requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Ona Colasante, joined by spouse, if married, or nonhomestead language, to the proposed purchaser(s). Inlcude language establishing that the marriage between John A. Cline, Jr. and Frances E. Cline, both deceased, was continuous and uninterrupted from a time prior to their taking title to the subject property until the death of Frances E. Cline. (as to Parcel 1 (Portion of))
 - B. Quitclaim Deed from Thomas L. Phillips and Jeffery A. Phillips, joined by spouse, if married, or nonhomestead language, to Ona Colasante, conveying property set forth on Schedule "A" herein to clear any cloud on title created by deed recorded in O.R. Book 2113, Page 345, Public Records of Alachua County, Florida. (As to Parcel 1 (Portion of))
 - C. Record satisfaction or release of that certain Order Imposing Administrative Fine/Lien duly recorded March 14, 2014, in O.R. Book 4263, Page 1354, Public Records of Alachua County, Florida.
 - D. Recordation of evidence that the violation recorded at O.R. Book 4091, Page 119, Public Records of Alachua, Florida has been brought to compliance.
- [SATISFIED] E. Record satisfaction or release of that certain Notice of Lien for Fine and/or Restitution duly recorded January 12, 2018, in O.R. Book 4569, Page 1355, Public Records of Alachua County, Florida.
 - F. Surveyor Contiguity Affidavit regarding Parcel 1 and Parcel 3 to issue contiguity endorsement.
 - 5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
 - 6. INFORMATION NOTE: PARCEL 1 (Portion of): Taxes for the year 2022 show PAID, in the amount of \$7,061.63 for Parcel No.20127-000-000; Gross Amount for Taxes & Assessments is \$7,355.86; Homestead Exemption WAS filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
 - 7. INTENTIONALLY DELETED
 - 8. INFORMATION NOTE: PARCEL 3 (portion of): Taxes for the year 2022 show PAID, in the amount of \$1,707.63 for Parcel No.20167-002-000; Gross Amount for Taxes & Assessments is \$1,778.78; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
 - 9. INTENTIONALLY DELETED
 - 10. Affidavit from the Seller/Grantor of the subject property, or some other person having actual knowledge, affirming the Seller/Grantor's marital status (if applicable), establishing that no person other than the Seller/Grantor is in possession, that more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full and that there are no claims pending and unpaid which constitute a lien against the subject property.

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Schedule B-I (Continued)

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11. A survey meeting the underwriter's requirements must be furnished. If such survey reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment.

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Schedule B-II

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Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
- 2. a. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
- 3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
- 4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
- 5. Terms and conditions of the Easement recorded in O.R. Book 1741, Page 1590, Public Records of Alachua County, Florida. (as to Parcel 1 (Portion of))
- 6. Right of Way Easement recorded in O.R. Book 4107, Page 1400, Public Records of Alachua County, Florida. (as to Parcel 1 (Portion of))
- 7. Deed Restriction recorded in O.R. Book 4156, Page 2093, Public Records of Alachua County, Florida. (as to Parcel 1 (Portion of))
- 8. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 206, Page 338, Public Records of Alachua County, Florida. (as to Parcel 3 (Portion of))
- 9. INFORMATIONAL NOTE: Access to insured Parcel 1 is by and through adjacent and adjoining Parcel 3 and dependent upon common ownership of Parcels 1 and 3 in the proposed insured purchaser. Otherwise, Parcel 1 has no independent access.
- 10. Riparian and littoral rights are not insured.

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AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II (Continued)

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- 11. Any portion of the Land lying waterward of the ordinary high water mark of any body of water, and lands accreted thereto.
- 12. NOTE: All of the recording information contained herein references to the Public Records of ALACHUA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Exhibit A

LEGAL DESCRIPTIONS TO BE PREPARED BY SURVEYOR

Parcel 1: (TPN 20127-000-000 (portion of))

Lot Ten (10), LESS the North 530 feet thereof and Lots Fifteen (15) and Sixteen (16) in Section 34, Township 11 South, Range 22 East, Alachua County, Florida.

TOGETHER WITH a perpetual easement to heirs and assigns for ingress and egress over and across the following described property:

The East Twenty (20) feet of that portion of Government Lot Six (6) lying South of County Road Number SE-10-B and the East Twenty (20) feet of the North 570 feet of Government Lot Eleven (11), lying and being in Section 34, Township 11 South, Range 22 East, Alachua County, Florida.

Parcel 3: (TPN (20167-002-000 (portion of))

A parcel of land situated in the West 1/2 of Section 34, Township 11 South, Range 22 East, and in Section 3, Township 12 South, Range 22 East, Alachua County, Florida, said parcel being more particularly described as follows:

BEGIN at a concrete monument at the Northeast corner of said Section 3, Township 12 South, Range 22 East, and run S 01 deg 12 min 42 sec E, along the East line said Section 3 a distance of 1324.36 feet to an Iron Rod at the Southeast corner of the NE 1/4 of the NE 1/4 of said Section 3; thence run \$ 87 deg 22 min 50 sec W, along the South line of said NE 1/4 of the NE 1/4 a distance of 1325.38 feet to an Iron Rod at the Southwest corner thereof; thence continue S 87 deg 22 min 50 sec W, along the South line of the NW 1/4 of the NE 1/4 of said Section 3 a distance of 1325.38 feet to an Iron Rod at the Northeast corner of the SE 1/4 of the NW 1/4 of said Section 3; thence run S 01 deg 12 min 20 sec E, along the East line of said SE 1/4 of the NW 1/4 thereof a distance of 1326.79 feet to an Iron Rod at the Southeast corner of said SE 1/4 of the NW 1/4; thence continue S 01 deg 12 min 20 sec E, along the East line of the NE 1/4 of the SW 1/4 of said section 3, a distance of 1324.90 feet to an Iron Rod at the Southeast corner of said NE 1/4 of the SW 1/4; thence continue S 01 deg 12 min 20 sec E, a distance of 30.08 feet to an Iron Rod; thence run S 87 deg 20 min 40 sec W, a distance of 1325.54 feet to an Iron Rod; thence run N 01 deg 12 min 10 sec W, a distance of 30.09 feet to an Iron Rod at the Southwest corner of the NE 1/4 of the SW 1/4 of said Section 3; thence continue N 01 deg 12 min 10 sec W, along the West line of said NE 1/4 of the SW 1/4 a distance of 1324.50 feet to an Iron Rod at the Southwest corner of the SE 1/4 of the NW 1/4 of said Section 3; thence continue N 01 deg 12 min 10 sec W, along the West line of the SE 1/4 of the NW 1/4 a distance of 1328.01 feet to an Iron Rod at the Southeast corner of the NW 1/4 of the NW 1/4 of said Section 3; thence run S 87 deg 22 min 50 sec W, along the South line of said NW 1/4 of the NW 1/4 a distance of 501.97 feet to an Iron Rod on the Easterly right of way line of U.S. Highway No. 301; thence run N 11 deg 26 min 44 sec, E, along said Easterly right of way line a distance of 4700.77 feet to an Iron Rod on the Southerly maintained right

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DoubleTime®

Exhibit A

(Continued)

of way line of S.E. 179th Place, an Alachua County prescriptive right of way; thence run N 87 deg 57 min 37 sec E, along said Southerly right of way line a distance of 809.82 feet to an Iron Rod on the East

line of the West 1/2 of said Section 34, Township 11 South, Range 22 East; thence run S 00 deg 59 min 02 sec E, along said East line a distance of 3226.57 feet to a concrete monument at the Northwest corner of the NW 1/4 of the NE 1/4 of said Section 3, Township 12 South, Range 22 East; thence run N 87 deg 25 min 59 sec E, along the North line of said NW 1/4 of the NE 1/4 a distance of 1325.28 feet to an Iron Rod at the Northwest corner of the NE 1/4 of the NE 1/4 of said Section 3; thence continue N 87 deg 25 min 59 sec E, along the North line of said NE 1/4 of the NE 1/4 a distance of 1325.28 feet to the Point of Beginning.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[LEGAL TO BE PROVIDED BY SURVEYOR]

AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of

Salter Feiber, P.A. - 588 3940 N.W. 16th Boulevard Bldg B

Gainesville_E

Authorized Signatory David E. Menet, Esq. Attorney at Law OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

By C/Monrol

President

Attest Douil Wol

Secretary

Commitment Conditions

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule Λ and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule Λ, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A. and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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